

JUDGE RAKOFF

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289-11/JJW

John J. Walsh

FREEHILL HOGAN & MAHAR, LLP

Attorneys for Plaintiffs

Bouchard Transportation Co., Inc. and

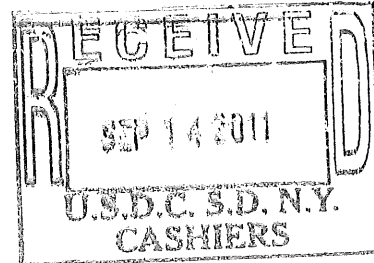
B. No. 242 Corporation

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
BOUCHARD TRANSPORTATION CO., INC.
and B. NO. 242 CORPORATION,

Civ.

COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs,

v.

NUSTAR ENERGY SERVICES, INC.

Defendant.
-----X

Plaintiffs, Bouchard Transportation Co., Inc. and B. NO. 242 Corporation, by their attorneys, FREEHILL HOGAN & MAHAR, LLP, as and for a complaint in this matter, allege upon information and belief as follows:

1. Bouchard Transportation Co., Inc. is a corporation duly organized under the laws of the State of New York with its principal place of business at 58 South Service Road, Melville, New York 11747.

2. B. NO. 242 Corporation is a corporation duly organized under the laws of the State of New York with its principal place of business at 58 South Service Road, Melville, New York 11747.

3. Bouchard Transportation Co., Inc. operates the Barge B. NO. 242.

4. B. NO. 242 Corporation owns the Barge B. No. 242.

5. NuStar Energy Services, Inc. is a corporation duly organized under the laws of the State of Texas with its principal place of business at 2330 North Loop, 1604, West San Antonio, Texas 78248.

6. This Court has jurisdiction over the matter pursuant to diversity and citizenship of the parties under 28 U.S.C. §1332.

7. At all material times, NuStar Energy Services, Inc. for the Barge B. NO. 242 did and transacted business in the State of New York.

7. In July of 2011, acting on behalf of B. NO. 242 Corporation, Bouchard Transportation Co., Inc. entered into a Spot Charter Agreement with NuStar Energy Services, Inc. to carry a cargo of High Sulfur Marine Diesel Oil, which NuStar Energy Services, Inc. owned, from Paulsboro, New Jersey to Houston, Texas in August of 2011.

9. The Contract of Carriage between Bouchard Transportation Co., Inc., B. NO. 242 Corporation and NuStar Energy Services, Inc. required NuStar Energy Services, Inc. to provide a cargo that would be safe for the B. NO. 242 to carry

without any damage to the barge's tanks, fittings, valves, pumps, connections and other material equipment.

10. On or about July 29, 2011, NuStar Energy Services, Inc. loaded the Barge B. No. 242 at Paulsboro, New Jersey with a cargo of High Sulfur Marine Diesel Oil that was contaminated by bacteria, fungi and other organic and inorganic substances.

11. The bacterial, fungal and organic and inorganic contaminated cargo caused the tanks, fittings, valves, pumps, connections and other material equipment on the B. No 242 to become coated with the contaminated substances rendering the barge incapable of carrying any further cargos.

12. As a result of the contamination of the tanks, fittings, valves, pumps, connections and other material equipment, Bouchard Transportation Co., Inc. and the B. NO. 242 Corporation have sustained substantial damages, including the costs and expenses incurred in cleaning and reconditioning the tanks, fittings, valves, pumps, pipes, connections and other material equipment, the loss of use of the B. NO. 242 Corporation, the permanent devaluation of the barge in market value and future losses in the form of liabilities for contaminating the cargos of other charterers and shore tanks.

13. The foregoing constitutes a breach of the Contract of Carriage by NuStar Energy Services, Inc. as a result of which Bouchard Transportation Co., Inc. and B.

NO. 242 Corporation have sustained the foregoing damages in an amount in excess of \$75,000.

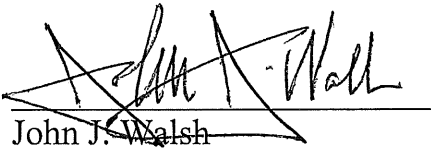
14. Bouchard Transportation Co., Inc. and the B. NO. 242 Corporation have performed all conditions precedent to the Contract of Carriage.

WHEREFORE, Bouchard Transportation Co., Inc. and the B. NO. 242 Corporation request that this Court award damages in excess of \$75,000 in their favor and for such other and further relief as this Court may deem just and proper.

Dated: September 14, 2011

FREEHILL HOGAN & MAHAR, LLP

By:


John J. Walsh

FREEHILL HOGAN & MAHAR, LLP

Attorneys for Plaintiffs

BOUCHARD TRANSPORTATION CO., INC.

and B. NO. 242 CORPORATION

TO: NuStar Energy Services, Inc.
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